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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

N.Z., R.M., B.L., S.M., and A.L.,  
individually and on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

FENIX INTERNATIONAL LIMITED,  
FENIX INTERNET LLC, BOSS  
BADDIES LLC, MOXY  
MANAGEMENT, UNRULY AGENCY  
LLC (also d/b/a DYSRPT AGENCY),  
BEHAVE AGENCY LLC, A.S.H.  
AGENCY, CONTENT X, INC., VERGE  
AGENCY, INC., AND ELITE  
CREATORS LLC,  
Defendants.

Case No. 8:24-cv-01655-FWS-SSC  
Assigned to Hon. Fred W. Slaughter

**AMENDED JOINT RULE 26(f)  
REPORT**

Scheduling Conference

Date: February 20, 2025  
Time: 9:00 a.m. PST  
Judge: Hon. Fred W. Slaughter  
Courtroom: 10B

1 Plaintiffs N.Z., R.M., B.L., S.M., and A.L. (collectively, “Plaintiffs”),  
2 Defendants Fenix International Limited and Fenix Internet LLC (collectively, the  
3 “Fenix Defendants”), and Defendants Content X, Inc., Elite Creators LLC, Moxy  
4 Management, Verge Agency, Inc. (collectively, the “Agency Defendants,”  
5 collectively with the Fenix Defendants, “Defendants,” and collectively with  
6 Plaintiffs, the “Parties”) hereby jointly submit the following Amended Rule 26(f)  
7 Report.

8 **A. Statement of the Case**

9  
10 1. Plaintiffs’ Statement.

11 Fenix Defendants run OnlyFans.com (“OnlyFans”), an online social media,  
12 content sharing, and video sharing platform. OnlyFans promotes direct and personal  
13 interaction between “Creators,” who create online content, and “Fans,” who  
14 purchase or otherwise pay for that content as subscribing members. To distinguish  
15 itself from other online platforms—and at the heart of its business model—  
16 OnlyFans claims to offer a more personal and direct connection to Creators.  
17 OnlyFans promises an “authentic connection” between Fans and Creators and  
18 promises Fans that they will be able to “direct message” with a Creator when they  
19 subscribe, which is a private interaction between the Fan and the Creator outside of  
20 the public view. OnlyFans then monetizes those connections by collecting 20% of  
21 all subscription fees, as well as 20% of any pay-per-view fees and tips that are  
22 elicited by the Creators through those “direct interactions.”

23 Unbeknownst to Fans, most Creators’ accounts are not run by the Creator but  
24 are run entirely by a third-party agency. Each of the Agency Defendants is an  
25 agency that runs multiple Creator accounts on OnlyFans. Each Plaintiff is a “Fan”  
26 who subscribed to at least one OnlyFans account managed by an Agency  
27 Defendant.  
28

1 Rather than provide the direct connection between Plaintiffs and their  
2 represented Creators as promised, the Agency Defendants employ professional  
3 chatters who impersonate the Creators. Using manipulative tactics that prey on  
4 psychological biases and vulnerabilities, chatters are trained to exploit emotional  
5 connections by pretending to be the Creators when direct messaging with the Fans.  
6 They never reveal they are not the Creators; and, if questioned, they lie to conceal  
7 the impersonation. The Agency Defendants perpetrate these lies to elicit  
8 subscription fees, pay-per-view fees, and tips from the Fans. Like the Fenix  
9 Defendants, the Agency Defendants keep a portion of all fees collected on behalf of  
10 the Creators.

11 The Fenix Defendants are not only aware of, they allow the use of agencies  
12 and chatters on the OnlyFans platform—even though it violates OnlyFans’ terms of  
13 service—because it increases their revenue exponentially. Plaintiffs bring this  
14 action because OnlyFans’ business model is a fraud and they did not know.  
15 Plaintiffs were unaware that Defendants engaged in a scheme to deceive Fans into  
16 believing that that were communicating “directly” with the Creators, when, in  
17 Plaintiffs’ case, they were actually interacting with professional chatters pretending  
18 to be the Creators.

19 2. Defendants’ Statement.

20 Plaintiffs bring this putative class action lawsuit against Fenix International  
21 Limited, which operates the website OnlyFans.com, and Fenix Internet, which  
22 provides payment-processing assistance to Fenix International Limited in the  
23 United States, as a Defendant (collectively, “Fenix” or “Fenix Defendants”).  
24 Plaintiffs also name various Agency Defendants, including Content X, Inc., Elite  
25 Creators LLC, Moxy Management, and Verge Agency, Inc.

26 Plaintiffs’ Complaint is fatally flawed for various reasons, including but not  
27 limited to:  
28

- In bringing this action in this Court, Plaintiffs ignore the binding forum-selection clause that Plaintiffs repeatedly agreed to in the OnlyFans.com Terms of Service, which requires Plaintiffs to bring their claims in the courts of England.
- The Court does not have personal jurisdiction over either Fenix entity. The Court does not have general jurisdiction over Fenix because they are not incorporated or headquartered in California, and do not otherwise have such continuous and systematic contacts that they are essentially at home in California. The Court does not have specific jurisdiction over Fenix because they do not have sufficient minimum contacts with California, the Plaintiffs' claims do not arise out of or relate to Fenix's connections with California, and requiring Fenix to defend this lawsuit in California would be unreasonable.
- Plaintiffs agreed to a choice-of-law clause providing that all their claims related in any way to their agreement with Fenix and/or their use of the OnlyFans.com website are governed by English law, which precludes the U.S. law-based claims they assert in their Complaint;
- Plaintiffs fail to state a RICO or RICO conspiracy claim because they fail to allege the existence of a racketeering enterprise, do not plead cognizable damages, do not plead that the Defendants formed a conspiracy to violate RICO or commit wire fraud, and do not plead that Fenix had specific intent to defraud Plaintiffs;
- Plaintiffs fail to state a Video Privacy Protection Act claim because they fail to allege that Fenix or the Agency Defendants knowingly disclosed their personal identifiable information to third parties, and the Agency Defendants are not video tape service providers;

- 1           • Plaintiffs fail to state a California Invasion of Privacy Act claim
- 2           because they consented to the alleged conduct, and otherwise fail to
- 3           plead that their communications were unlawfully intercepted;
- 4           • Plaintiffs fail to state a Federal Wiretap Act claim because a violation
- 5           of the Wiretap Act cannot occur if any of the parties to the
- 6           communication—here, the Agency Defendants—has given prior
- 7           consent to such interception; and
- 8           • Plaintiffs’ remaining California state law claims are each barred by
- 9           OnlyFans’ Terms of Service, which fatally undermine Plaintiffs’
- 10          theories that Fenix misled them into purchasing chat services offered
- 11          by OnlyFans Creators, or had a duty to prevent other people from
- 12          misleading Plaintiffs about those services.

## 13           **B.     Subject Matter Jurisdiction**

14           This Court has subject matter jurisdiction over this action under the Class  
15   Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one Class  
16   Member is of diverse citizenship from one Defendant, there are more than 100  
17   Class Members, and the aggregate amount in controversy exceeds \$5,000,000  
18   exclusive of interests and costs. Subject matter jurisdiction also arises under 28  
19   U.S.C. § 1961, et seq., based upon the federal RICO claims asserted under 18  
20   U.S.C. § 1961, et seq.

## 21           **C.     Legal Issues**

### 22                   1.     Plaintiffs’ Statement.

23           The Complaint raises the following legal issues, some of which are mixed  
24   questions of law and fact:  
25

- 26                   a.     Whether this case can be certified as a class action under Rule
- 27                               23 of the Federal Rules of Civil Procedure?
- 28

- b.** Whether Defendants engaged in or conspired to engage in a RICO enterprise that harmed Plaintiffs and putative class members?
- c.** Whether OnlyFans breached their contracts with Plaintiffs and putative class members?
- d.** Whether OnlyFans committed fraud or fraud by concealment against putative class members?
- e.** Whether OnlyFans committed deceit under Cal. Code §§ 1709 & 1710?
- f.** Whether OnlyFans violated California False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.?
- g.** Whether OnlyFans violated California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17201?
- h.** Whether Defendants are liable to putative class members under the Video Privacy Protection Act, 18 U.S.C. § 2710?
- i.** Whether Defendants violated the California Invasion of Privacy Act, Cal. Penal Code § 630 et seq.?
- j.** Whether Defendants violated the Federal Wire Tap Act, 18 U.S.C. § 2510 et seq.?
- k.** Whether putative class members are entitled to injunctive relief?
- l.** Whether the Court has personal jurisdiction over OnlyFans?

- m.** Whether putative class members are entitled to costs, attorney's fees, restitution, damages, and/or disgorgement?
- n.** Whether putative class members are entitled to pre- and post-judgment interest on any amounts awarded?
- o.** Whether putative class members are entitled to trebled damages under 18 U.S.C. § 1964(c).
- p.** Whether putative class members are entitled to punitive damages?

In addition to the foregoing, there is a pending Motion to Dismiss for Forum Non Conveniens ("FNC Motion") filed by Fenix Defendants. The Motion has been fully briefed. The Motion seeks to dismiss the case on forum non conveniens grounds and Plaintiffs have opposed. Plaintiffs also anticipate that Defendants will argue that this court lacks personal jurisdiction over Defendants, and will file a Motion to Dismiss on that ground if the FNC Motion is denied.

**2. Defendants' Statement.**

Defendants believe that, in addition to the questions raised in the Plaintiffs' Statement above, the Complaint also raises the following legal issues:

- a.** Whether Plaintiffs can proceed in this case pseudonymously, without using their real names?
- b.** Whether Plaintiffs are bound by the forum-selection clause found in the OnlyFans Terms of Service?
- c.** Whether the forum-selection clause selecting the courts of England as the appropriate forum should be enforced?
- d.** Whether the Court has personal jurisdiction over the Fenix

Defendants?

e. Whether Plaintiffs' Complaint fails to state a claim upon which relief can be granted as to all Defendants?

f. Whether Plaintiffs' recoverable damages, according to proof, were proximately caused by Defendants?

g. Whether allowing this lawsuit to proceed as a class action is appropriate?

**D. Damages**

1. Plaintiffs' Statement.

Plaintiffs', on behalf of themselves and putative class members, seek costs, restitution, damages, and/or disgorgement against Defendants for the actions described in the complaint. Plaintiffs and the putative class also seek pre- and post-judgment interest on awarded damages, trebled damages under 18 U.S.C. § 1964(c), and punitive damages. Plaintiffs and putative class members also seek an award of attorneys' fees and costs for litigating this action.

2. Defendants' Statement.

Defendants deny that Plaintiffs are entitled to damages or attorneys' fees of any kind, and believe this action should be dismissed for forum non conveniens as to all defendants, lack of personal jurisdiction as to the Fenix Defendants, and failure to state a claim as to all Defendants.

**E. Parties and Evidence**

The parties in this case are Plaintiffs N.Z., R.M., B.L., S.M., and A.L., and Defendants Fenix International Limited, Fenix Internet LLC, Content X, Inc., Elite Creators LLC, Moxy Management, Verge Agency, Inc., Unruly Agency LLC, and Behave Agency LLC.



1. Plaintiffs' Statement on Evidence.

Plaintiffs N.Z., R.M., B.L., S.M., and A.L. are all percipient witnesses, as well as the creators they interacted with, including but not necessarily limited to: Breckie Hill, Sara Underwood, Nicky Gile, Stafanie Gurzanski, Sky Bri, Kaitlin Trujillo, McKinley Richardson, Chyanne Burden, Claire Stone, Emily Elizabeth, Briana Armbruster, Sierra Skye, Tina Louise, Kayla Lauren, Anna Louise, Ryann Murphy, Chloe Rosenbaum, Mathilde Tantot, Pauline Tantot, Summer Soderstrom, Kaitlyn Krems, Jane Wilde, Bella Thorne, Abella Danger, Stephanie Landor, Bri Jordan, Julia Piccolino, Carolina Samani, Cristy Senskey, Tara Electra, Kinsey, Kayla Simmons, Katie Williams, Mikayla Demaiter, Elseana Panzer, Jostasy Nick, and Nala.

Defendants' have not yet provided their initial disclosure, but each Defendant will have multiple percipient witnesses that will need to be deposed, in addition to 30(b)(6) witnesses for each defendant.

Plaintiffs do not anticipate the likely appearance of additional parties.

2. Defendants' Statement.

In addition to the percipient witnesses identified in Plaintiffs' Statement on Evidence, Defendants expect that third parties that have personal knowledge related to Plaintiffs' claims will need to be deposed and may constitute percipient witnesses in this litigation.

Defendants do not anticipate the likely appearance of additional parties.

**F. Insurance**

1. Plaintiffs' Statement.

For each Plaintiff, there are no relevant insurance policies.

1           2.     Defendants' Statement.

2           Defendants are investigating potential insurance coverage and will  
3 supplement this report as necessary.

4           **G.     Manual for Complex Litigation**

5           The Parties agree that the Manual for Complex Litigation is instructive and  
6 that it may assist the Parties in efficiently litigating these complex consolidated  
7 actions, but the Parties do not believe that it is necessary to adopt any specific  
8 provisions at this time.

9  
10          **H.     Motions**

11           1.     Plaintiffs' Statement.

12           Plaintiffs anticipate filing a motion for class certification. Plaintiffs may also  
13 move for default judgment on Defendants Boss Baddies LLC and A.S.H. Agency,  
14 as both entities were served but they have failed to appear in this case. Other than  
15 those motions, Plaintiffs do not anticipate filing any other motion at this time, but  
16 reserve the right and anticipate they will likely contemplate and file other motions,  
17 such as, but not limited to, *Daubert* motions and motions in limine, in the future.

18  
19           2.     Defendants' Statement.

20           Defendants anticipate filing additional motions to dismiss if the motion to  
21 dismiss for forum non conveniens is denied. Fenix Defendants anticipate filing a  
22 motion to dismiss for lack of personal jurisdiction, and all Defendants anticipate  
23 filing a motion to dismiss for failure to state a claim. Defendants do not anticipate  
24 filing any other motion at this time, but reserve the right and anticipate they will  
25 likely contemplate and file other motions as the need arises.

**I. Dispositive Motions**

1. Plaintiffs' Statement.

Other than filing the motions for default as identified in Section H above, Plaintiffs do not anticipate filing any additional dispositive motions at this time, but reserve the right to do so.

2. Defendants' Statement.

Other than filing the motions to dismiss identified in Section H above if the FNC Motion is denied by the Court, Defendants do not anticipate filing any additional dispositive motions at this time, but reserve the right to do so in the future, including but not limited to motions for summary judgment at the appropriate time.

**J. Status of Discovery**

1. Plaintiffs' Statement.

No discovery has taken place, although Plaintiffs have disclosed their Initial Disclosure Statement. Given the proposed hard deadlines and the tight schedule, Plaintiffs believe that discovery should open in a month, especially since some version of the case will go forward against the Agency Defendants. No Agency Defendant has sought dismissal under a forum non conveniens theory, and the Fenix Defendants do not seek to dismiss the Agency Defendants. Indeed, the Agency Defendants only indicated their “non-opposition” to the Fenix Defendants’ FNC Motion; they never joined the motion or affirmatively sought dismissal. As such, the case against the Agency Defendants—and likely Fenix Defendants—will go forward no matter what happens with the Fenix Defendants’ FNC Motion. For these reasons, Plaintiffs believe that discovery should begin as soon as possible—and propose 30 days to organize—which should give the Court sufficient time to rule on the pending motions.

1 Defendants, however, believe that discovery should not open until the Court  
2 decides the anticipated motions to dismiss. Plaintiffs believe this unnecessarily  
3 delays the action because (1) the likelihood of this case being dismissed in its  
4 entirety against all Defendants is zero; (2) even if OnlyFans is dismissed, which  
5 Plaintiffs believe is not likely to happen, the case against the Agency Defendants  
6 will go forward; and (3) there is no basis in law or fact to further delay discovery.  
7 The only reason Plaintiffs agreed to delay discovery with respect to the FNC  
8 Motion is because the existence or non-existence of OnlyFans as a party will help  
9 inform the coordination of discovery. But once that issue is resolved, the parties can  
10 move forward with discovery without delay.

11 Notwithstanding the foregoing, it is also Plaintiffs' position that all parties  
12 should work together to negotiate and finalize a protective order and ESI protocols  
13 before the start of formal discovery. Defendants vaguely agreed to do so, but  
14 Plaintiffs believe an order requiring them to do so would help facilitate discovery.  
15 Notably, it is not an undue burden on Defendants, including Fenix Defendants, to  
16 require them to negotiate and finalize a protective order and ESI protocols, and  
17 such documents take an inordinate amount of time to finalize in modern, complex  
18 litigation. To help facilitate this process, Plaintiffs will send draft protocols and a  
19 protective order for review and comment prior to the Case Management  
20 Conference. Plaintiffs have also agreed to send a letter informing Defendants of  
21 what topics they seek in discovery to help facilitate the negotiation of ESI  
22 protocols.

23  
24 2. Defendants' Statement.

25 No discovery has taken place. Defendants have provided dates certain for  
26 beginning discovery, at the Court's request. However, Defendants believe that  
27 discovery should not commence unless Plaintiffs' case survives both (1) the  
28 pending FNC Motion and (2) the motions to dismiss that Defendants will file in the

1 event the FNC Motion is denied. If the Fenix Defendants are dismissed pursuant to  
2 the FNC Motion, which Defendants believe is likely, the Agency Defendants  
3 believe the case should be dismissed in its entirety because: (i) of the lack of an  
4 indispensable party to the case pursuant to FRCP 19; and (ii) allowing this case to  
5 be simultaneously litigated in different forums across the globe would risk  
6 inconsistent rulings in different courts on identical or substantially similar issues  
7 and risk unnecessarily wasting judicial resources of multiple jurisdictions.  
8 Defendants believe that it is far from certain that the case will go forward if the  
9 Fenix Defendants' FNC Motion is granted.

10 Plaintiffs believe that discovery should open in 30 days. But if the Fenix  
11 Defendants' FNC Motion is denied, the Defendants anticipate filing potentially  
12 dispositive motions to dismiss. The Fenix Defendants intend to file a motion to  
13 dismiss for lack of personal jurisdiction and failure to state a claim, and the Agency  
14 Defendants intend to file motions to dismiss for failure to state a claim. Defendants  
15 believe it would be inappropriate and unnecessary to open discovery before the  
16 Court has decided whether it has personal jurisdiction over a potentially necessary  
17 and indispensable party to the case, as well as whether Plaintiffs can state a claim  
18 against any of the Defendants in this action. Defendants believe that the opening of  
19 discovery should be triggered by the Court's final ruling on these issues, and that  
20 discovery should begin one day after the Court's ruling. However, if the Court  
21 prefers not to adopt this trigger-based approach, Defendants propose beginning  
22 discovery on June 5, 2025, as a date certain that would allow briefing and time for  
23 the Court to resolve other dispositive motions, to the extent necessary.

24 Nor would keeping discovery closed until resolution of the motions to  
25 dismiss unnecessarily delay the action. It is possible that all Defendants will be  
26 dismissed, and even if they are not, starting discovery after resolution of the  
27 dispositive motions to dismiss would still allow for ample time to conduct  
28 discovery under either Plaintiffs' or Defendants' proposed case schedule.

1 Defendants agree that it is important to work together to prepare for  
2 discovery in the event that the Court denies the FNC Motion and other motions to  
3 dismiss that Defendants anticipate filing in the event of a denial of the FNC  
4 Motion. However, Defendants believe it would be premature to order negotiation  
5 and finalization of a protective order and ESI protocols before the Court has  
6 decided the FNC Motion or other dispositive motions, including those determining  
7 whether the Court has personal jurisdiction over the Fenix Defendants. Defendants  
8 believe the parties should minimize the distraction and cost that such preparation  
9 would entail to the extent possible, given the lengthy proposed case schedules  
10 proposed by the parties and the likely dismissal of the entire action. Nevertheless,  
11 Defendants have agreed to review Plaintiffs' proposals in good faith and respond  
12 accordingly, and believe an order would impose an arbitrary and premature  
13 deadline, and ultimately create unnecessary complications to the smooth  
14 administration of the case.

15 **K. Discovery Plan**

16  
17 1. Duty to preserve evidence

18 Without waiving any privilege, counsel for Plaintiffs have helped each  
19 Plaintiff identify and preserve discoverable evidence. Each Plaintiff is aware of  
20 their preservation obligations and each has agreed to preserve discoverable  
21 evidence.

22 Without waiving any privilege, counsel for Defendants have also identified  
23 and preserved discoverable evidence. Each Defendant is aware of their preservation  
24 obligations and each has agreed to preserve discoverable evidence.

2. Anticipated Discovery-Related Order and Rule Modifications

Plaintiffs do not anticipate needing adjustments to Rule 33, 34, or 35 of the Federal Rules of Civil Procedure, but reserve the right to seek modifications in the future.

Plaintiffs believe, for the reasons already stated, that discovery should open once the FNC Motion is decided, and that an order requiring the Parties to negotiate and finalize an ESI order and protective order before the start of discovery would help facilitate discovery going forward.

Defendants do not anticipate needing adjustments to Rule 33, 34, or 35 of the Federal Rules of Civil Procedure, but reserve the right to seek modifications in the future.

Defendants believe, for the reasons stated above, that discovery should only commence once the dispositive motions are decided, including the anticipated motions to dismiss for lack of personal jurisdiction and failure to state a claim that will be filed if the FNC Motion is denied. For the same reasons, Defendants believe that initial disclosures are not appropriate at this early stage of the case and should be exchanged after the motions above are decided. *See* Fed. R. Civ. P 26(a)(1)(C). Defendants believe that there is no justification for any order regarding ESI and a protective order at this time.

3. Positions on Discovery Needed

Plaintiffs' Position: Plaintiffs anticipate conducting discovery, as follows, and as illustrated by their proposed discovery schedule.

- Plaintiffs will serve Requests for Production and Interrogatories on all parties when discovery opens.
- Defendants will produce all go-get documents within 30-days of discovery opening. Go-get documents are those that can be identified, reviewed, and disclosed without the use of ESI protocols. In other words,

1 all hard copy or readily-available electronic documents that can be  
2 identified as responsive to the discovery without using search terms or  
3 technology assisted review.

- 4 • It is likely that Defendants will object to Plaintiffs' discovery responses.  
5 Plaintiffs anticipate resolving those objections or presenting them to the  
6 Court within 30 days of receipt.
- 7 • Defendants will produce ESI on a rolling basis immediately after all  
8 discovery disputes regarding Requests for Production are resolved.
- 9 • Defendants will start taking percipient witnesses approximately 40 days  
10 after Defendants' responses to Plaintiffs' Requests for Production are  
11 complete. This will allow time for Plaintiffs to review all documents and  
12 begin preparing deposition outlines.
- 13 • Plaintiffs propose disclosing experts related to class certification on  
14 February 5, 2026—a little over ten months after they propose opening  
15 discovery—rebuttal reports on March 19, 2026, and the close of expert  
16 discovery on class certification on May 4, 2026. This proposed schedule  
17 takes into account that Defendants will likely serve motions to dismiss  
18 that may delay discovery in this case.
- 19 • Plaintiffs' class certification motion will be due June 4, 2026, a month  
20 after the class certification expert cutoff. Defendants' response is due July  
21 9, 2026, and Plaintiffs' reply is due August 6, 2026.
- 22 • The Parties will then complete all discovery, including expert discovery  
23 that was raised during class certification. Plaintiffs propose the following:
  - 24 ○ Initial disclosure of experts due on November 19, 2026. Rebuttal  
25 experts are due on January 7, 2027.
  - 26 ○ Expert and Fact Discovery Cutoff: February 18, 2027.



- Plaintiffs propose a dispositive and Daubert motion deadline of March 4, 2027—three weeks after the close of all discovery— with responses due April 8, 2027 and replies due May 6, 2027.

A proposed schedule reflecting the foregoing (as well as Defendants’ proposed schedule) is attached as Exhibit A.

Defendants’ Position: Defendants anticipate conducting discovery as follows, and as illustrated by their proposed discovery schedule.

- Defendants will serve Requests for Production and Interrogatories on all parties when discovery opens.
- Plaintiffs will produce all go-get documents within 30 days of discovery opening. Go-get documents are those that can be identified, reviewed, and disclosed without the use of ESI protocols. In other words, all hard copy or readily-available electronic documents that can be identified as responsive to the discovery request without using search terms or technology-assisted review.
- It is likely that Plaintiffs will object to Defendants’ discovery responses. Defendants anticipate resolving those objections or presenting them to the Court within 30 days of receipt.
- Plaintiffs will produce ESI on a rolling basis immediately after all discovery disputes regarding Requests for Production are resolved.
- Defendants will start deposing percipient witnesses approximately 40 days after Plaintiffs’ responses to Defendants’ Requests for Production are complete. This will allow time for Defendants to review all documents and begin preparing deposition outlines.
- Defendants will propose disclosing experts related to class certification on February 5, 2026, rebuttal reports on March 19, 2026, and the close of expert discovery on class certification on May 4, 2026.

- 1 • Plaintiffs' class certification motion will be due June 4, 2026, a month
- 2 after the class certification expert cutoff. Defendants' response is due
- 3 July 9, 2026, and Plaintiffs' reply is due August 6, 2026.
- 4 • The Parties will then complete all discovery, including expert
- 5 discovery that was raised during class certification. Defendants
- 6 propose the following:
  - 7 ○ Fact discovery cutoff: November 12, 2026.
  - 8 ○ Expert disclosures due November 19, 2026. Rebuttal experts are
  - 9 due on January 7, 2027.
  - 10 ○ Expert discovery cutoff: February 18, 2027.
- 11 • Defendants' proposed dispositive and Daubert motion deadline for all
- 12 parties: March 4, 2027. Responses will be due April 8, 2027. Replies
- 13 will be due May 6, 2027.

14 A proposed schedule reflecting the foregoing is attached as Exhibit A.

15 4. Phasing Discovery

16 The parties do not believe that phasing discovery is necessary, but recognize

17 that certain discovery can be completed after the resolution of the Motion for Class

18 Certification. The parties will work in good faith to ensure all discovery is

19 completed in a timely manner.

20

21 **L. Settlement Conference and Alternative Dispute Resolution ("ADR")**

22 The parties agree to conduct private mediation, and propose that the ADR

23 deadline should be two weeks after the deadline for dispositive motion replies to be

24 filed, on May 20, 2027, as identified in the Schedule Worksheet attached as Exhibit

25 B.

26

27

28

**M. Trial Estimate**

The parties believe that they are unable to accurately estimate how many trial days will be necessary to resolve this case. The parties respectfully propose that they submit a proposed trial schedule by the discovery cutoff deadline.

To the extent the Court requires the number of trial days now, Plaintiffs estimate the case will require 28 trial days—given the number of parties and claims—though this estimate is conservative and could be reduced depending on the nature of the case after certification and other rulings.

Defendants agree with this estimate, but similarly believe that this estimate is subject to later developments in the case.

**N. Trial Counsel**

1. For Plaintiffs.

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3. For Defendant Content X, Inc.

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1           4.     For Defendant Elite Creators LLC.

2                     Michael A. Gehret (SBN 247869)  
3                     Trinity Jordan (*Pro Hac Vice*)  
4                     DENTONS DURHAM JONES PINEGAR, P.C.  
5                     111 South Main Street, Ste. 2400  
6                     Salt Lake City, Utah 84111

7           5.     For Defendant Moxy Management.

8                     Oliver Rocos (SBN 319059)  
9                     Barr Benyamin (SBN 318996)  
10                    BIRD, MARELLA, RHOW, LINCENBERG, DROOKS &  
11                    NESSIM LLP  
12                    1875 Century Park East, 23rd Floor  
13                    Los Angeles, CA 90067

14           6.     For Defendant Verge Agency, Inc.

15                    Allen Sattler (SBN 321086)  
16                    CONSTANGY, BROOKS, SMITH & PROPHETE, LLP  
17                    3420 Bristol Street, 6th Floor  
18                    Costa Mesa, CA 92626

19     **O.     Magistrate Judge**

20             Per ECF No. 2, this case was assigned to District Judge Fred W. Slaughter  
21             and Magistrate Judge Stephanie S. Christensen. The parties do not consent to trial  
22             before a Magistrate Judge.

23     **P.     Independent Expert or Master**

24             The parties do not believe that an independent scientific expert or master is  
25             necessary at this time, but reserve the right to request one in the future.

26     **Q.     Schedule Worksheet**

27             The required worksheet is attached hereto as Exhibit B. In addition, the  
28             Parties believe that the Court should establish a schedule for class certification  
              proceedings. While the parties are aware of and acknowledge the Court's preferred  
              schedule, this case will need additional time because it will take several months to  
              resolve the FNC Motion and the motions to dismiss that Defendants intend on

1 filing, as well as the motion for class certification that Plaintiffs intend to file.  
2 Additionally, given the number of parties, the complexity of the claims, and the  
3 necessity of moving for class certification, the parties present an alternative  
4 schedule and ask the Court to adopt one of the schedules proposed by the Parties.

5 Because the Schedule Worksheet does not reflect all of the required dates for  
6 a class case, Plaintiffs' proposed schedule and Defendants' proposed schedule are  
7 attached hereto as Exhibit A.

8 Plaintiffs propose a trial date of October 5, 2027, and Defendants propose a  
9 trial date of October 26, 2027, to accommodate the Jewish holidays in October,  
10 2027. Rather than delay the trial three weeks, Plaintiffs do not object to a Court  
11 recess during the trial to accommodate those holidays.

12 **R. Other Issues**

13 1. Plaintiffs' Statement.

14 Plaintiffs do not have any other issues at this time.

15 2. Defendants' Statement.

16 Defendants do not have any other issues at this time.

17 **S. Certification of Counsel**

18 All counsel of record certify that they have reviewed the Local Civil Rules of  
19 the Central District of California, Judge Slaughter's Procedures web page, the  
20 Court's Civil Standing Order, and the Court's Order Setting Scheduling  
21 Conference.

22  
23 DATED: February 13, 2025 Respectfully submitted,

24 HAGENS BERMAN SOBOL SHAPIRO LLP

25 By: /s/ Robert B. Carey

26 ROBERT B. CAREY

27 Attorneys for Plaintiffs

28 *Pursuant to CIV. L.R. 5-4.3.4(a)(2)(i), all other  
signatories listed, and on whose behalf the filing is*

1 *submitted, concur in the filing's content and have*  
2 *authorized the filing.*

3 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

4  
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